

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
O'BRIEN'S RESPONSE MANAGEMENT INC.
FOR DISASTER DEBRIS REMOVAL MANAGEMENT AND MONITORING
RFP 11-0802**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and Science Applications International Corporation, a foreign corporation authorized to conduct business in the State of Florida, its successors and assigns, hereinafter referred to as CONSULTANT.

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP), #11-0802, for procurement of consulting services for disaster debris removal management and monitoring; and

WHEREAS, CONSULTANT desires to perform such services subject to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.1 The foregoing recitals are true and correct and incorporated herein.

Article 2. Purpose

2.1 The purpose of this Agreement is for CONSULTANT to provide collection and debris site monitoring service(s) as well as coordinate and manage all storm debris management activities in Lake County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Florida Department of Environmental Protection (FDEP), Natural Resources Conservation Service (NRCS), and the Lake County Water Authority (LCWA).

Article 3. Scope of Services

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages CONSULTANT to provide all labor, materials and equipment to perform the consulting services in accordance with the Scope of Services, attached hereto and incorporated herein as **Exhibit A**.

as amended by Addendum # 1 of March 1, 2011, also contained within **Exhibit A**. It is also hereby agreed and understood that services not specifically identified within this Agreement may be added to the Agreement upon mutual consent of the parties.

3.2 This Agreement shall commence upon the date of execution by the COUNTY. The initial term of the Agreement shall be three (3) years. The contract prices shall prevail for the full duration of the initial contract term.

Prior to or upon completion of the initial term of this Agreement, the COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year periods under the same terms and conditions. The Agreement prices shall prevail for the full duration of the initial term and any renewal term(s) subsequently exercised. Prior to completion of each exercised Agreement term, the COUNTY may consider an adjustment to price based on changes in the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Product, Wage, Earnings and Benefits Calculator. It is the CONSULTANT's responsibility to request any pricing adjustment in writing under this provision. The CONSULTANT's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The written request for adjustment must clearly substantiate the requested increase and should not be in excess of the relevant pricing index change. If no adjustment request is received from the CONSULTANT, the COUNTY will presume the CONSULTANT has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. The COUNTY reserves the right to reject any written price adjustment requests submitted by the CONSULTANT and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative and not a right of the CONSULTANT. This prerogative may be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to or competitive with, the services provided under this Agreement.

3.4 The services rendered under this Agreement shall not be deemed complete until accepted by the COUNTY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate the Agreement, and the County will not be responsible for paying for any such nonconforming services.

3.5 The CONSULTANT shall provide an intensive training program for its services supplied if required for the specific project awarded under this Agreement. The CONSULTANT shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

3.6 The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Florida and all persons, including subcontractors assigned by the CONSULTANT to perform work pursuant to this Agreement.

Article 4. Payment

4.1 The COUNTY shall pay CONSULTANT for the professional services received and accepted by the COUNTY in accordance with CONSULTANT's Fee Schedule, attached hereto and incorporated herein as **Exhibit B**.

4.2 CONSULTANT shall submit periodic invoices in duplicate to the requesting COUNTY department(s) at P.O. Box 7800, Tavares, Florida 32778 for tasks completed in accordance with the Scope of Services. All invoices shall contain the RFP number, date and location of delivery or service, a detailed description of the services provided, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of contract and its contract may be terminated.

4.3 The COUNTY shall make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY shall not make payment on partial delivery of supplies, services or materials. CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.4 In the event any portion of this Agreement is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies.

Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to CONSULTANT. Upon receipt of such notice, the CONSULTANT shall not incur any additional costs under this Agreement. If any work or service hereunder is in progress but not completed as of the date of termination, this Agreement may be extended upon written approval of the COUNTY until said work or service is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, the COUNTY shall reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by the COUNTY for cause, default, or negligence on the part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Agreement. This Agreement shall not be sublet except with the written consent of the COUNTY. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance. The CONSULTANT shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the CONSULTANT under the terms and provisions of the Agreement. The CONSULTANT is responsible for timely provision of certificate(s) of insurance to the COUNTY at the certificate holder address evidencing conformance with the Agreement requirements at all times throughout the term of the Agreement. Such policies of insurance and confirming certificates of insurance shall insure the CONSULTANT in accordance with the following minimum limits:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/\$2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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- (iii) Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.
- (iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000
- (v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.
- (vi) Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable policies.
- (vii) Certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder
- (viii) Certificate(s) of insurance shall identify the RFP number in the Description of Operations section of the Certificate.
- (ix) Certificate of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.
- (x) Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800
- (xi) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

- (xii) The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.
- (xiii) The CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.
- (xiv) Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.
- (xv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

5.5 Indemnity. CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissioners, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent caused by the negligent act, error, or omission of the CONSULTANT, its agents, employees, or representatives, in the performance of CONSULTANT's duties set forth in this Agreement.

5.6 Independent Consultant. The CONSULTANT agrees that it shall be acting as an independent consultant and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. The CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

5.7 Public Records/Copyrights.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida Public Records law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for

inspection by any person even if the file or paper resides in the CONSULTANT's office or facility. The CONSULTANT shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant or federal requirements, whichever is longer. Prior to the close out of the Agreement, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

B. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

5.8 Right to Audit. The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY's choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONSULTANT.

5.9 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

5.10 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONSULTANT under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.11 Prohibition Against Contingent Fees. CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

5.12 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

5.13 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement. Any proprietary information belonging to the CONSULTANT shall not be provided or disclosed to third parties.

5.14 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in resulting from the services provided herein.

5.15 Truth in Negotiation Certificate. For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation certificate.

5.16 Warranty. CONSULTANT agrees that the products and services provided under this agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services, and the rights and remedies provided herein are in addition to said warranty.

5.17 Conflict of Interest. CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or

indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement.

5.18 Omission from the Specifications. The apparent silence of the specifications or any addenda thereto regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used.

5.19 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONSULTANT during the term of this Agreement. The CONSULTANT shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONSULTANT's operation on the property. In the event the CONSULTANT fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONSULTANT.

Article 6. General Conditions

6.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

6.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

6.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

6.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require the CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

6.10 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.11 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Steve Branham
Executive Vice President
2200 Eller Drive
Fort Lauderdale, Florida 33316

..

If to COUNTY:

County Manager
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

cc: Public Works

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits, all of which are incorporated herein:

Exhibit A	Scope of Services
Exhibit B	Fee Schedule

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 9 day of August, 2011, and by CONSULTANT through its duly authorized representative.

CONSULTANT

O'BRIEN'S RESPONSE
MANAGEMENT, INC.



Name: R.S. Brammer

Title: EXECUTIVE MANAGER

This 22nd day of JUNE, 2011.

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida
Jennifer Hill, Chair
This 18 day of Sept, 2011.

Approved as to form and legality:


Sanford A. Minkoff
County Attorney

EXHIBIT A

SCOPE OF SERVICES

The consultant shall be responsible for the overall monitoring of debris contractors. This includes monitoring the progress of recovery contractor(s), and suggesting/implementing recommendations to improve efficiency and to speed up recovery work. The consultant may also be involved in the selection of a debris hauler proposal. This consultant shall coordinate with the disaster debris contractor a collection routing plan to insure a well-managed, organized approach to debris collection and shall recommend the routing plan for approval by the County; only County township maps will be used for all debris planning and logistics.

The consultant shall appoint a project manager for the overall coordination and communication with the County. Should the project manager not be located on-site at all times an operations manager shall be assigned by the consultant. This operations manager shall remain on the job at all times it is operational.

An independent temporary field office for the monitoring staff shall be provided by the consultant. The office shall include telephone, computer, copier and fax. Designated parking spaces at the office location for the monitoring staff shall be required. All County parking spaces are reserved for County personnel only.

Examples of project management/process oversight tasks include but are not limited to:

- a. Coordinate daily briefings, work progress, staff and other key items with the County.
- b. Provide assistance with scheduling, dispatching and logistical operations of the field inspectors assigned to work areas of storm debris clean up.
- c. Hiring, training, deploying and supervising inspectors.
- d. Establishing a schedule for the inspectors each day.
- e. Monitoring and recording the measurement (cubic yards) of each vehicle in service.
- f. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking. Decals should be large enough to accommodate a minimum of 4" high letters and placed in a visible location for tower monitoring.
- g. Tracking and coordinating with County personnel to respond to problems in the field, citizens complaints, and to include commercial or residential property damage claims as a result of debris removal.
- h. Conducting end of day duties and verifying all vehicles have left the disposal site at the specified time established by the County.
- i. Record the streets and locations where debris was collected. Maps are to be posted daily in a central location at the County and updated by 10:00 AM of each business day of the progress from previous the previous day(s) work.
- j. Schedule work for all team members and contractors on a daily basis.
- k. Scheduling and managing field staff.
- l. Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
- m. Scheduling and conducting periodic meetings with field staff and contractors.

- n. Monitor contract(s) for compliance by the debris removal contractor(s).

Collection Monitoring

In order to obtain FEMA or FHWA reimbursement all loads must be monitored in the field by collection monitors. The consultant shall establish an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA or FHWA data. The consultant shall train collection monitors to assure proper FEMA or FHWA documentation protocol requirements are instituted and followed.

Consultant shall provide a field quality control team consisting of one monitor per recovery crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. Should the consultant wish to utilize less than the specified field staffing, a detailed plan should be submitted to the County for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet FEMA or FHWA guidelines and provide adequate fraud protection for the County. Upon submission of this plan, the County will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their management team. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

Examples of collection monitoring tasks include but are not limited to:

- 1) Verification that all debris picked up is a direct result of the disaster;
- 2) Verification that the contractor is working in their assigned contract areas;
- 3) Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for nonpayment;
- 4) Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas;
- 5) Ensuring compliance with contracts by all subcontractors;
- 6) Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities;
- 7) Ensure that contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.

Load Tickets Process Development

The consultant shall establish a load ticket process and forms to be provided to collection monitor staff for recording of FEMA or FHWA data. Load tickets should consist of multiple copied pages. The consultant shall retain original completed tickets on behalf of the County. Additionally, the consultant, vehicle driver, the subcontractor, and the contractor shall also receive copies of completed load tickets. Original tickets retained by the consultant on behalf of the County shall be turned over to the County upon completion of the project.

Load tickets shall include the following minimum information:

- Date
- Time
- Designation of "Push", first pass, second pass and subsequent passes
- Map Page (Debris Zone)
- Section Number
- Complete Street Address of Closest Property
- Nearest Cross Streets
- Type of Debris
- Vehicle number
- Percent of volume full
- Driver name (printed) and signature
- Field monitor's name (printed) and signature
- Name of sub-contractor
- Tower monitor's name (printed) and signature

Disposal Site Monitoring

All debris collected and disposed of and certification of collection vehicles must be monitored and documented by the disposal site monitors.

The consultant shall provide disposal site monitors and spotters to observe unloading operation at the County's designated disposal sites. A minimum of two disposal site monitors are required per debris site. These staff members in conjunction with the project management team shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA or FHWA data (such as vehicle fullness, type of waste, etc.). The consultant shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a tailgate. No vehicles will be allowed to enter the disposal site without a tailgate. Disposal site monitors shall also provide verification that all debris reduction and disposal sites have access control and security. Any household hazardous waste shall be collected at the curbside by the County's Household Hazardous Waste Contractor through the FEMA/FHWA certification process and tracking system.

The consultant shall, through the disposal site monitoring effort, measure each vehicle that will be picking up debris for volume and certify its capacity. This vehicle shall be monitored to

determine fullness, type of waste, and point of origin. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show at a minimum the following

- a. Length
- b. Width
- c. Depth
- d. Gross volume in cubic yards
- e. Reduction areas such as wheel wells to reduce volume areas in cubic yards
- f. Net volume in cubic yards
- g. Tag number of vehicle
- h. Company vehicle number
- i. Driver of vehicle name (printed) and signature
- j. Disposal site monitor name (printed) and signature certifying vehicle
- k. Date

All debris hauling vehicles shall be certified prior to performing debris removal. The disposal monitor shall complete a certification on each vehicle. In addition to certifying the vehicle with the forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the consultant on behalf of the County (to be returned to the County upon project completion). Additional copies shall be provided to the debris removal contractor, the vehicle driver, and the consultant. Once these vehicles are certified, all volumes shall be electronically verified by the consultant within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, both electronically and manually by the consultant.

When a debris site monitor signs a vehicle certification or load ticket, he or she is certifying that ALL information on the document is completed and the volumes/measurements are correct. The debris site monitor should not sign or accept any partially completed information. Only complete tickets will be paid by the County. Additionally, the debris site monitor shall at a minimum of daily calibrate his or her debris removal vehicle load determinations with the FEMA or FHWA tower monitors. Disposal site monitors are expected to provide volume determination consistent with FEMA or FHWA.

Examples of disposal site monitoring tasks include but are not limited to:

- 1) Monitoring type of waste prior to entering disposal site;
- 2) Ensure type of waste is disposed in proper location;
- 3) Estimate the volume of loads on percentage basis of debris collection vehicles;
- 4) Performing vehicle certifications;
- 5) Ensuring the safety and security of the disposal site;
- 6) Certifying the completeness of all load tickets that enter into the disposal site;
- 7) Ensure only empty vehicles leave the disposal site.

Public Information Assistance

The consultant shall provide regular status updates to the County for public information use.

The consultant shall provide a minimum of two staff members to assist with public telephone inquiries and complaints. These staff members shall log all customer calls and maintain a status log toward the resolution of each call. This public information team shall log all damage complaints concerning the debris removal contractor(s) separately. These damage complaints shall be forwarded to project management team to be resolved with the contractor. A weekly log of such complaints and their resolution shall be provided to the County.

The consultant shall provide the County and the debris contractor with daily updates on the quantities of debris collected. Each daily report shall contain the following:

- Contractor name
- Contract number
- FEMA/FHWA qualification
- Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00 A.M. the following business day or as requested by the County.

The consultant shall provide, weekly, a colored collection status map, electronically prepared. This map shall show areas currently collected as well as areas to be collected for the upcoming week. The map is due to the County by noon (12:00 P.M.) every Monday. Maps shall be provided in various sizes and quantities as determined by the County.

Database Reporting

The consultant shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required electronic FEMA/FHWA formats.

A single Microsoft Access database shall be created by the consultant. This database shall include all information on debris removal including but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information and determination of pass status (i.e. push, first pass, second pass and subsequent passes. This database shall record all information to a County facility or road listed within the Lake County Master Street Addressing Guide. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the consultant shall be given to the County at the conclusion of the event.

Payment Monitoring

The consultant shall review and validate debris removal contractor(s) invoices prior to submission to the County for processing and separating of FEMA and FHWA requirements.

All invoices from the debris removal contractor(s) shall be directed to the monitoring consultant. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring consultant to be accepted or rejected. The consultant shall issue in writing to the County and the debris contractor, the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices will be forwarded to the County for payment. The County shall provide a report weekly to the consultant. This report shall show all paid invoices with the invoice number and payment date.

Other Related Services

Event Closure

The consultant shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA, and other applicable agencies for disaster recovery efforts by County staff and designated debris removal contractors. The consultant shall assist in reviewing and processing requests for payment by the disaster debris removal contractors.

Federal Funding

To ensure that processing of Federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the consultant: invoices, monitoring information, reports, load tickets, payroll, equipment hours, certification and date of completion of first pass.

Compliance

The consultant shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, LCWA, NRCS, FDOH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The consultant shall stay current with FEMA, FDOT, FDEP, LCWA, NRCS, FDOH, and FHWA policies and procedures and notify the County immediately as changes occur.

The vendor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements, specifically including but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), American with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23 USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of contractors which have been suspended or debarred.

Selected consultant shall check work in process to make sure that the proper work authorizations, permits and other prerequisites have been received.

Meetings with County Personnel

Lake County personnel will conduct a kick-off meeting, with the Consultant when the contract is

awarded.

The consultant shall meet with the County representatives and the contractor daily during a disaster. During periods without a disaster, the consultant shall meet with the County at least once a year at no cost. This meeting shall occur prior to the hurricane season.

Reporting to the County's Project Manager – The consultant shall contact Lake County's Project Manager, at a minimum, 24 hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Lake County in which there is no advance notification/warning. The consultant shall report to the designated County Project Manager within 8 hours of being given Notice to Proceed.

Note: The County shall appoint a Project Manager for each/any event and the Project Manager shall be the lead County representative during each/any event. The County Project Manager will be responsible for the management/process oversight tasks including but are not limited to the similar requirements of the Contractors Project Manager.

Debris Sites – The consultant shall ensure that site field monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites.

Staffing

The consultant shall include in the response to this RFP a management plan that will outline how the consultant proposes to handle the services, staffing, and equipment necessary to meet the County's requirements as identified in this RFP. The consultant shall submit a list of personnel to be used in this contract, which will include names, addresses, phone numbers, cell numbers, and driver's license numbers. Changes to the list will be pre-approved by the County. The supervising staff must speak English and be able to effectively communicate with the drivers.

The management staff plan shall consist of the minimum following positions:

- Project Manager
- Operations Manager
- GIS Analyst
- Field Supervisors
- Debris Site/Tower Monitors
- Data Entry Clerks (Load Ticket)
- Billing and Invoice Analysts
- Administrative Assistant
- Field Coordinators (Crew Monitors)

The consultant may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the cost proposal form.

The consultant's hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses. The County shall only reimburse at the

County rate the consultant the actual cost for office related expenses. Office related expenses shall be limited to copying and printing. A log detailing both copying and printing activities shall be submitted with each invoice.

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

New E-Verify Language Mandated by US Department of Homeland Security and Florida's Executive Order Number 11-02

1. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.
2. The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 - a. All persons employed by the LOCAL GOVERNMENT during the term of the Contract to perform employment duties within Florida; and
 - b. All persons, including subcontractors, assigned by the LOCAL GOVERNMENT to perform work pursuant to the contract with the Department.



ADDENDUM NO. 1

Date: March 1, 2011

RFP 11-0802

Disaster Debris Removal Management and Monitoring Services

This addendum is being issued to make the following changes, corrections, clarifications and additions to the proposal document. The information in this addendum modifies and changes the original proposal document and takes precedence over the original documents. **Respondents shall acknowledge receipt of this addendum by completing this form and returning it with their response. Failure to acknowledge this addendum may preclude consideration of the proposal award.**

Change the following:

1. Proposal opening date from March 9, 2011 to **March 16, 2011.**

Add the following:

2. Add to Scope of Services:

Additional Services

Depending on the impact of events in Lake County the consultant may need to provide trained and qualified individuals to perform duties for Planning, Logistics, Recovery and Operations Sections in the County Emergency Operations Center and select Emergency Support Function staff.

Clarification:

3. Section 1.3, Method of Award, is correct as written
4. Section 1.14.1, Tab E, should read:

Similar Projects Form (copy attached). Reference experience monitoring debris management services at a minimum of fifteen (15) years and five (5) event monitoring jobs, three (3) of which must be over one (1) million cubic yards (considering job scope, service area, and amount of debris collected); County entities preferred. Examples should best illustrate current qualifications relevant to this project. (Make copies of this form as needed.)

Firm Name: _____ Date: _____

Signature: _____ Title: _____

Typed/Printed Name: _____

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JENNIFER HILL
District 1

ELAINE BENICK
District 2

JIMMY CONNER
District 3

LINDA STEWART
District 4

WILTON G. CADWELL
District 5

EXHIBIT B

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

RFP Number: 11-0802

FEE SCHEDULE

Schedule of Hourly Billing Rates for Monitoring Services

Project Manager	\$ 79.00
Operations Manager	\$ 65.00
GIS Analyst	\$ 70.00
Field Supervisors	\$ 55.00
Debris Site/Tower Monitors	\$ 33.00
Data Entry Clerk (Load Ticket)	\$ 25.00
Billing and Invoice Analysis	\$ 45.00
Administrative Assistant	\$ 22.00
Field Coordinators	\$ 33.00
Other Classifications (Specify)	
FEMA/FHWA Program Consultant	\$ 89.00
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Other Expenses:

<u>Item</u>	<u>Cost</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

A detailed statement of expenses must accompany any request for reimbursement. Expenses other than meals and automobile travel must be documented by copies of paid receipts or other evidence of payment.

Travel Reimbursements

Any request for travel that is not included within the task assignment and that will require reimbursement by the County shall be pre-approved in writing by the user department. The task assignment agreement shall be modified to reflect any approved change.

Any transportation and travel expenses incurred during the term of the contract shall be reimbursed by the County in accordance with Section 112.061, Florida Statutes.

Air Travel shall be by tourist or economy class.

Rental cars shall be standard or smaller sized cars.

Lodging shall be obtained from the most economical priced establishments. Commercial rates or Lake County governmental rates shall be obtained where and when available.

Meals shall be reimbursed as per Section 112.061 (6) (b), Florida Statutes or any Lake County Travel Policy which may supersede statutory allowances.

Mileage shall be reimbursed in accordance with Section 112.061 (7) (d) (1). Whenever possible the Florida Department of Transportation mileage map charts shall be used to compute mileage.